



**MISSOURI DEPARTMENT OF TRANSPORTATION  
NORTHEAST DISTRICT  
SOLICITATION GUIDELINES AND DOCUMENTATION**

**REQUEST FOR BID**

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: SEPTEMBER 30, 2014	<b>RESPONSES DUE NO LATER THAN:</b> OCTOBER 22, 2015 @ 1:00 PM CENTRAL TIME	F.O.B. REQUIREMENTS: DESTINATION (SEE SERVICE LOCATION BELOW)
SERVICE PERIOD: DATE OF AWARD THROUGH OCTOBER 31, 2015 (1 YEAR WITH THE OPTION FOR UP TO TWO ONE-YEAR RENEWALS.)	<b>REQUEST # NE15-14B-R2</b>  THIS NUMBER SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE ABOUT THIS SOLICITATION.	BUYER NAME: WILLIAM D. "BILL" NOYES, CPPO, CPPB SENIOR PROCUREMENT AGENT PHONE NUMBER: (660)-385-8245 <b>No RFB RESPONSES ACCEPTED BY FAX</b>
<b>Sealed bid responses must be delivered to this address:</b> MoDOT – Northeast District – Macon Regional Office General Services (Procurement) Division 26826 U.S. Highway 63 Macon, MO. 63552		Service Location: MoDOT – Northeast District Headquarters Building & Work Life Center Building 1711 Highway 61 South (Marion County – Rt. 61) Hannibal, MO. 63401 (.5 mile North of Business 61)

<b>VENDOR NAME:</b>	(Please enter your company name in this block)
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Quantity	U/M	Once per week Janitorial Service provided per the scope of work requirements detailed herein.	TOTAL "LUMP SUM" PRICE PER WEEK
1	Week	District Headquarters Building	\$
1	Week	Work Life Center Building	\$

<b>RENEWAL OPTION PRICING:</b> The pricing bid above must remain firm until October 31, 2015, at which time up to two additional one-year extensions may be granted, IF all parties are in agreement each year. Specify the maximum percentage increase for each renewal period in the spaces provided below. The vendor is cautioned that the percentages shall be computed against the ORIGINAL bid price above for each renewal period. If the spaces provided for renewal percentages are blank or not complete, renewal prices shall be the same as during the original contract period.	
1 <sup>st</sup> Year %:	2 <sup>nd</sup> Year %:
If the option for renewal is exercised by MoDOT, the vendor shall agree that the prices for the renewal periods shall not exceed the maximum percentage of increase for the applicable renewal period. If any increase is requested, documentation of need must be provided at the time of renewal. In addition, MoDOT does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves the right to offer or to request renewal of the agreement at a price less than the maximum percent of increase stated. MoDOT reserves the right to use the appropriate published "consumer price index" to establish a percentage of annual increase assuring the Contractor and MoDOT can reach common ground for price negotiations at renewal times.	

**PRE-BID TOUR OF BUILDINGS:** Potential bidders are strongly encouraged to attend a tour of the buildings being offered beginning at **9:30 AM on October 16, 2014**, at the District Headquarters building in Hannibal. The purpose of the tour is to allow potential Bidders an opportunity to inspect the buildings prior to submitting a bid. While attendance at this pre-bid tour is not mandatory, **DUE TO STAFF TIME LIMITATIONS, POTENTIAL BIDDERS SHALL NOT BE PERMITTED TO SCHEDULE A TOUR AT A DIFFERENT TIME OR DATE.** Each bidder is solely responsible for a prudent and complete personal inspection, examination, and assessment of the work site conditions and facilities, to be familiar with any existing factors, or items that may affect or impact on the performance of services described and required by the scope of work outlined within this RFB. The Bidder shall not be relieved of responsibility for performance under the agreement for any reason whatsoever, including, but not limited to, the Bidder's failure to observe existing conditions of the facilities or to be fully familiar with all terms, conditions, requirements or specifications of the RFB document.

**All responses to this solicitation should be submitted on this form and pages 1 through 6 returned to the buyer listed above at the Macon Regional Office address shown. Responses must be mailed, or hand-delivered. Sealed bid responses may NOT be faxed or emailed.**

## **SCOPE OF WORK**

The Contractor shall perform all janitorial services required herein in a manner satisfactory to and acceptable by MoDOT in order to provide a clean, safe, and sanitary environment for the buildings, the buildings' content, and the buildings' tenants.

1.0 – Commercial cleaning janitorial service will be provided once per week at the District Headquarters Building and the building known as the Work Life Center, Janitorial services will not be conducted during MoDOT's regular working hours (Monday through Friday, 7:30 AM to 4:00 PM), but will be conducted during the night or weekend at a time mutually agreeable to all parties. Since most staff at these facilities are present during the day, having the janitorial service done at night or on the weekend causes less disruption to the normal work routines of employees. Services should be conducted consistently at the same day/time each week, unless adjusted due to holiday's or other reasons and approved by MoDOT.

2.0 - This once weekly service includes:

2.1 - Vacuuming all carpeted areas, mats, and maintaining all floors and stairwells.

2.2 – Sweeping, wet moping with disinfectant cleaner, and polishing all tiled, linoleum, concrete, and hard surfaced floors and stairwells.

2.3 – Emptying and replacing liners in all trash receptacles. Removing trash waste and placing it in designated containers/dumpsters. Placing recycled paper from any desk receptacles or cardboard items into designated holding bins for recycled materials.

2.4 – Cleaning, dusting, and disinfecting drinking fountains, doors, doorknobs, handrails, furniture, bookcases, shelves, tops of file cabinets, window sills, cubicle workstation wall tops, photocopies, printers, computer towers, keyboards, monitor screens, hand/headpieces on telephones, and chair armrests (wiping down entire chair – using deodorizer on all fabric chairs).

2.5 – Cleaning, dusting, and disinfecting desktops, if the surfaces are cleared or materials are stacked neatly. The Contractor is not responsible for cleaning desktops covered with papers or other items.

2.6 - Cleaning of interior glass (doors, windows, mirrors, partitions, etc.). Cleaning and dusting window blinds, light fixtures, and any air conditioning or heating units/registers/vents.

2.7 - Cleaning and disinfecting all fixtures, hardware, countertops, sinks in break rooms, conference rooms, and other common areas. Cleaning and disinfecting any microwaves each week and any refrigerators (inside & out) on the last week of each month.

2.8 – Cleaning and disinfecting all bathrooms, including all fixtures, hardware, sinks, mirrors, faucets, walls, urinals, toilets, waste receptacles, and product dispensers.

2.9 – Filling/restocking soap and paper towel dispensers, and toilet paper holders.

2.10 – Cleaning all elevator walls, floors, and both sides of elevator doors.

3.0 – MoDOT will supply paper products, trash bags, hand soap.

4.0 - The Contractor will provide cleaning chemicals and all cleaning equipment (vacuums, dust mops, wet mops, cleaning rags, mop buckets, etc.).

4.1 - MoDOT requires the Contractor to use effective professional grade cleaning products. MoDOT does not have a requirement for the use of "Green Certified" cleaning products, but does encourage the use of environmentally friendly products.

4.2 - Disinfectants must be hospital grade disinfectant that kill fungus, viruses, bacteria, and have organic soil tolerance.

4.3 - The Contractor shall not use any products, supplies, or equipment which may be injurious or damaging to the surfaces on which they shall be applied.

4.4 - The Contractor shall provide Material Safety Data Sheets for each product or chemical they intend to use in any MoDOT facility. The Contractor must maintain a file of these Material Safety Data Sheets where the products or chemicals are stored. Material Safety Data Sheets shall remain the property of MoDOT.

4.5 – MoDOT will provide a designated closet or area for the Contractor's use to store supplies and equipment.

5.0 - MoDOT staff will handle emptying excess trash or cleaning major any spills or messes that occur during the rest of the week between janitorial service visits.

6.0 - This service does NOT include deep carpet cleaning, the waxing of hard surface floors, or the cleaning of exterior windows. These will be handled as separately bid services when needs arise.

7.0 - The Contractor shall provide contact information for a supervisor who will be responsible for the satisfactory completion of the required janitorial services. The designated contact person must be available during normal business hours (7:30 AM – 4:00 PM, Monday – Friday) for telephone conversations and/or meetings with personnel from MoDOT regarding janitorial services. The Contractor's supervisor shall, at a minimum, be responsible for the following:

7.1 - Maintaining a positive relationship with MoDOT employees and members of the general public they or their employees may come in contact with through the performance of these duties.

7.2 - Coordinating with MoDOT employees regarding any problems encountered or for other directions or instructions regarding the scope of work or special circumstances, which may arise from time to time.

7.3 – Ensuring the Contractor's employees do not loiter in the buildings, stay only in work areas to which they are assigned, do carry firearms or any other lethal weapons inside any MoDOT building, nor smoke anywhere in or around the buildings except in designated smoking areas.

7.4 – Ensuring the Contractor's employees do not use any MoDOT telephones and/or equipment in the buildings (except for beverage and snack vending machines), nor adjust and/or use those personal items belonging to MoDOT employees (i.e. radios, decorative accessories, etc.) or to adjust and/or use office furniture utilized by MoDOT employees (i.e. chairs, desks, etc.) in personal offices or workstations.

8.0 – MoDOT requires the Contractor and Contractor employees be free of any theft or illegal substance convictions. MoDOT reserves the right to request replacement of any of the Contractor's employees. Unless the situation with the Contractor's employee(s) requires immediate replacement, MoDOT will attempt to give the Contractor a minimum of fourteen (14) calendar days after notification to replace any unsatisfactory employee(s).

9.0 - The Contractor shall be responsible for excluding all unauthorized persons from entering the building and for keeping buildings locked while working on the premises. The Contractor shall not be allowed to bring friends or family members of the Contractor's employees into MoDOT facilities, unless they are paid employees of the Contractor. The Contractor shall ensure that only authorized employees of the Contractor are permitted access to MoDOT facilities for the sole purpose of conducting janitorial services only.

10.0 - When leaving the building, the Contractor shall ensure all doors are locked and all lights are turned off, except those lights specified to be left on. (Plus, in an effort to conserve energy and save utility costs, we request the Contractor's employees to turn off lights in any rooms they are not actively working in throughout their work shift.) If the buildings contain other security systems, the Contractor shall activate the system(s) according to instructions in order to protect the security of the building.

11.0 - The Contractor shall be issued keys and/or electronic cards to all areas in which janitorial services shall be provided. The Contractor must take care of and not lose any such keys/cards nor shall those who are issued access cards be allowed to loan these keys/cards to anyone else. The Contractor shall not duplicate any of the keys and/or electronic cards issued to the Contractor. If evidence of duplication is ascertained beyond reasonable doubt, MoDOT shall have the right to immediately replace the locks and all keys and/or electronic cards and to charge the Contractor for such replacement, including keys and/or electronic cards held by the buildings tenants.

12.0 - In the event of the loss/theft of a key(s) and/or electronic card(s), the Contractor must notify MoDOT within one (1) working day from the date the loss/theft is discovered. The Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

13.0. At the expiration/cancellation of the contract, the Contractor must surrender all keys and/or electronic cards originally issued to the Contractor by MoDOT. Any payments due the Contractor shall be withheld until the Contractor has surrendered all keys and/or electronic cards issued. In the event all keys and/or electronic cards are not returned, the Contractor shall pay MoDOT for the actual costs incurred for the replacement of all locks and keys and/or electronic cards, including keys and/or electronic cards held by the building tenants.

14.0 - In the process of performing the requirements of the contract, the Contractor and/or the Contractor's employees may become aware of information required by law to be kept confidential. Therefore, the Contractor and/or the Contractor's employees must not, at any time, disclose, directly or indirectly, any information gained during the performance of the services required by the contract.

15.0 - The Contractor shall submit a monthly invoice for providing janitorial services in accordance with the provisions and requirements stated herein. The Contractor must include the contract number # NE15-14B-R2 and the specific dates of service on each monthly invoice.

16.0 - MoDOT reserves the rights to add, change, or remove areas of buildings for which the Contractor shall provide services. MoDOT also reserves the right to add additional buildings or remove existing buildings from the contract. In such event, payment to the Contractor shall be adjusted by an amount negotiated and agreed to between the Contractor and the MoDOT representative.

17.0 - MoDOT reserves the right to withhold payments (or a portion thereof) due the Contractor if work is not being completed according to the terms of the agreement or to MoDOT's satisfaction.

18.0 - MoDOT reserves the right to terminate this service contract at any time, if the Contractor fails to comply with the requirements and specifications stated herein and an agreement to resolve the performance issue(s) cannot be reached between MoDOT and the Contractor.

## **SPECIAL TERMS AND CONDITIONS**

### **Award**

Award of this solicitation will be made on an "All Or Nothing" basis using the "lowest and best" principle of award. Notification of award will be at the time the tabulation is posted to the Internet. It is the sole responsibility for all vendors to check the website for any addendums and tabulation/award results.

### **F.O.B. Requirements, Tax Exemption & Fees**

Price all work as F.O.B. Destination. All costs must be included in the "lump sum" price bid. No costs should be listed separately. MoDOT is tax exempt. No additional fees, such as environmental fees, or fuel surcharges, will be accepted on any solicitation. Instead, these types of fees should be buffered into your unit pricing.

### **Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) **General Liability:** Not less than **\$500,000** for any one person in a single accident or occurrence, and not less than **\$1,000,000** for all claims arising out of a single occurrence;
- 2) **Automobile Liability:** Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$1,000,000 for all claims arising out of a single occurrence;
- 3) **Missouri State Workmen's Compensation** policy or equivalent in accordance with state law.

Upon notification of award, the Contractor will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any purchase order or notice to proceed by MoDOT. MoDOT reserves the right, at its sole discretion, to determine the date by which this documentation must be provided. The Contractor's inability to provide this documentation will result in his/her bid/quote being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:

Missouri Department of Transportation  
Northeast District Procurement  
26826 U.S. Highway 63  
Macon, MO. 63552

### **Subcontracting**

It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order or Notice To Proceed issued.

### **Holidays**

No work under this agreement is to be done on designated state holidays unless specifically authorized by the MoDOT Northeast District designated representative. The following days shall be construed as official holidays under the terms of this solicitation:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

When any of the above holidays falls on a Sunday, the holiday will be observed on the following Monday; when any of the above holidays falls on a Saturday, the holiday will be observed on the immediately preceding Friday.

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## Vendor Information

All bidders must furnish **ALL** applicable information requested below

Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

If additional space is required, please attach an additional sheet and identify it as **Addresses of Missouri Offices or Places of Business.**

**M/WBE/DBE INFORMATION:** List all certified Minority or Women or Disadvantaged Business Enterprises (**M/W/DBE**) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>MBE, WBE, or DBE</u>	<u>M/W/DBE Name</u>	<u>Percentage of Contract</u>	<u>M/W/DBE Certifying Agency</u>
_____	_____	_____	_____
_____	_____	_____	_____

If additional space is required, please attach an additional sheet and identify it as **M/W/DBE Information**

## Preference Certification

All bidders must furnish **ALL** applicable information requested below

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are **not** manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

Item (or item number)	Location Where Item is Manufactured or Produced

If additional space is required, please attach an additional sheet and identify it as **Location Products are Manufactured or Produced.**

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- The management and daily business operations of which are controlled by one or more service-disabled veterans.

### Veteran Information

### Business Information

Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
_____	_____
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business
_____	_____

**IF NOT SUBMITTING A RESPONSE TO THIS SOLICITATION, PLEASE COMPLETE AND RETURN THIS FORM TO ASSIST PROCUREMENT STAFF IN OUR PROCESS EVALUATIONS AND TO HELP US KEEP OUR VENDOR LISTS UPDATED. THANK YOU.**

**NO BID / NO QUOTE**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation – Northeast District  
General Services (Procurement) Division  
26826 U.S. Highway 63  
Macon, MO. 63552  
(573)-526-3169 – fax #

FROM: \_\_\_\_\_ (Company Name)

\_\_\_\_\_ (Contact Person)

\_\_\_\_\_ (Mailing Address)

\_\_\_\_\_ (City, State, Zip Code)

\_\_\_\_ (Office Phone #)

\_\_\_\_ (Cellular Phone #)

\_\_\_\_\_ (Fax #)

\_\_\_\_\_ (Email Address)

Our company is submitting “NO BID / NO QUOTE” on Request # \_\_\_\_\_ for the reasons indicated below (check all that apply):

- ( ) Product or service is not available or cannot meet the required specifications
- ( ) Cannot make required deadline
- ( ) The delivery point or work location is outside of our territory or coverage/service area
- ( ) Other – Please explain below:

- ( ) Please keep our name on the bidder's list for future opportunities on this product or service.  
( ) Please remove our name from your bidder's list for this product or service.

FAILURE TO RETURN A RESPONSE OR THIS FORM MAY RESULT IN  
REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES

**This “No Bid/No Quote” form may be faxed back to (573)-526-3169.**

**Note: The following pages detail further terms and conditions which apply to this solicitation document. However, it is not necessary to return these pages with your bid submission. If any “Standard Solicitation Provisions” and “General Terms and Conditions” below conflict with any requirements outlined on previous pages, the requirements above take precedence.**

#### **Tax Exempt Status**

The Missouri Highways and Transportation Commission (MHTC) is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Project Tax Exemption Certificate will be furnished to the successful Bidder upon request, if applicable.

#### **Right of Acceptance/Rejection**

MoDOT reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the solicitation response, unit prices will govern.

#### **General Performance**

This work is to be performed under the general supervision and direction of MoDOT and, if awarded any portion of the work, the Contractor agrees to furnish at his/her own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified according to the scope of work and the requirements and specifications detailed within the solicitation documents.

#### **Invoicing and Payment**

Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The MHTC shall not make any advance deposits. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

#### **Inspection and Acceptance**

No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

### **STANDARD SOLICITATION PROVISIONS**

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (MHTC), acting by and through its operating arm, the Missouri Department of Transportation (MoDOT), draws the Bidder's attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### **GENERAL TERMS AND CONDITIONS**

#### **Definitions**

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.



### **Nondiscrimination**

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MHTC shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
  - ii. cancellation, termination or suspension of the contract, in whole or in part.

### **Contract/Purchase Order**

- a. By submitting a bid/quote, the Bidder agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's bid response, and (3) the MHTC's acceptance of the bid by post-award contract or purchase order.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized notice to proceed and/or purchase order.

### **Applicable Laws and Regulations**

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

### **Executive Order**

The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.

- 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
- 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

### **Preferences**

- a. In the evaluation of bids/quotes, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled **"VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM"** must be completed and returned with the solicitation documents.

- b. Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

#### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.

#### **Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

#### **Warranty**

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the MHTC, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.

#### **Status of Independent Contractor**

The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

#### **Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

#### **Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

(T&C's Version August 2014)

**Informational Note: For mailing bid responses, UPS deliveries are typically made to the Procurement office in Macon in the mid-morning, while FedEx and U.S. Postal Mail are not typically received until the late afternoon. Regardless of delivery method, check with the carrier to ensure the response will be delivered before the 1:00 PM deadline. Late responses cannot be accepted.**

**It is not necessary for bidders to return these forms until requested. After all responses to this solicitation are received and reviewed, MoDOT will contact the awarded vendor to request a copy of a completed E-Verify Memorandum of Understanding (from the link below) along with a completed Signature and Identity of Bidder form and the appropriate affidavit form from the following pages.**

**Prohibition Of Employment Of Unauthorized Aliens:**

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at:

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo.

**ADDITIONAL INFORMATION FOR VENDORS:**

To begin participation in the federal program takes some time on the internet (at the link above). Once the registration, tutorial and test on this site is passed, an electronically signed Memorandum of Understanding verifying program participation will be given. **Documentation of E-Verify participation will be requested by MoDOT, when applicable. Therefore, it is important that the vendor prints the Memorandum of Understanding (MOU) and keeps a copy for their use in this, as well as future RFB submissions.**

A vendor may submit **EITHER** a page from the E-Verify MOU listing the vendor's name and the MOU signature page completed and signed, at a minimum, by the vendor and Department of Homeland Security – Verification Division (electronic signature is acceptable) **OR** the E-Verify Employment Eligibility Verification (EEV) page. If the signature page of the MOU lists the vendor name and company ID, then no additional pages of the MOU are required. A vendor can obtain a copy of the EEV page by accessing the vendor's "Maintain Company" page in E-Verify and printing the screen.

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a

( ) sole individual                                      ( ) partnership                                      ( ) joint venture

( ) corporation, incorporated under laws of state of \_\_\_\_\_

Dated \_\_\_\_\_.

Name of individual, all partners,  
or joint ventures:

Address of each:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

doing business under the name of:

Address of principal place of business in Missouri

\_\_\_\_\_  
(If using a fictitious name, show  
this name above in addition  
to legal names)

\_\_\_\_\_  
(If a corporation, show its name above)

ATTEST:                      (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Title

(NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint ventures, or corporation, with the legal address shown, and REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Sections 417.200 to 417.230, RS Mo. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the Standard specifications, Sec 102.6.6 and 102.6.7.

**IF YOUR BUSINESS IS A SOLE-PROPRIETORSHIP OR PARTNERSHIP, THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH YOUR RESPONSE TO THIS SOLICITATION.**

**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

\_\_\_ a United States citizen. \_\_\_ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant's Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

**IF YOUR BUSINESS IS NOT A SOLE-PROPRIETORSHIP OR PARTNERSHIP,  
THIS AFFIDAVIT FORM SHOULD BE COMPLETED AND RETURNED WITH  
YOUR RESPONSE TO THIS SOLICITATION.**

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL  
MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF \$5,000**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
title business name

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

***[documentation of enrollment/participation in a federal work authorization program attached]***